

## ARTICLE 26

### **DUTY DISABILITIES, INJURIES AND DAMAGED PERSONAL PROPERTY**

#### **PART A. DUTY DISABILITIES/INJURIES**

##### **Section 1. Benefits.**

- a. In case of work-incapacitating injury or illness for which an employee is, or may be eligible for, work disability benefits under the Michigan Worker's Compensation Law and/or Michigan No-Fault Insurance Law, such employee may be allowed salary payment which, with his/her work disability benefits equals two-thirds of his/her regular salary or wage. Such salary payment shall not be made for more than two years from the date of injury or illness. Sick leave credits may be utilized only to the extent of the difference between such payment(s) and the employee's regular salary or wage up to a maximum of two years.
- b. The Employer shall grant full restoration of sick leave to an employee who is injured in the performance of his/her duties as a result of an assault by another party with a dangerous weapon, a high-speed chase of a motorist or felon, or an assault under riot conditions.
- c. The Employer may grant up to full restoration of sick leave to an employee who is injured when he/she is acting in the performance of his/her duties and there was no negligence on the employee's part. Claims for restoration shall be evaluated by the Safety Committee. In evaluating the claims, the Committee shall consider the following factors:
  - (1) The duty status of the employee;
  - (2) Necessity for the employee's actions;
  - (3) Any negligence on the employee's part;
  - (4) Degree of danger the employee encountered,
  - (5) Competence with which the employee performed;
  - (6) Whether the employee's actions were violations of Department policy or law;
  - (7) Duration of the injury and amount of sick leave used;
  - (8) Any other pertinent factors.

The Committee shall make its recommendations to the Director regarding the validity of the claim and the amount of restoration if any. The Director's decision regarding the restoration of sick leave shall be final and not subject to appeal through the grievance procedure.

## **Section 2. Disability Retirement.**

Nothing herein is intended to hinder an employee, whose personal physician has declared him/her to be totally disabled, from exercising his/her statutory rights (State and Federal) for receipt of disability retirement benefits. Retroactive disability payments covering any period for which the Employer made payments shall be payable to the Employer.

## **Section 3. Limited Duty.**

- a. It is recognized that there are times when an employee has suffered injury or illness, but is physically able and job qualified to perform limited administrative duties and functions (i.e., limited duty) while recuperating from the injury or disability. Based exclusively on Management's judgment, which include (but are not limited to): (1) need; (2) availability; (3) costs; and (4) physical limitations, such employees may be utilized for limited duty.
- b. The limited duty shall include (but is not limited to):
  - (1) Radio operator;
  - (2) LEIN operation;
  - (3) Desk assignment (operation);
  - (4) Report writing;
  - (5) Walk-in complaint taking;
  - (6) Filing;
  - (7) Case supervision;
  - (8) Assist court officer;
  - (9) Assist post detective (inside).
- c. Employees may qualify for limited duty consideration by: (1) presenting to the post/unit commander a physician's statement of physical ability to perform limited duty; or (2) as a result of a medical examination report by the

Employer-designated physician.

- d. If an employee qualifies and is utilized by the Employer for limited duty, such employee shall not normally wear a uniform except when reasonably requested by his/her supervisor. In such cases, however, the employee shall not leave the building to travel to and from work in uniform.
- e. When an employee is taken off limited duty by his/her physician or the Employer-designated physician, he/she shall immediately notify his/her post/unit commander by presenting medical certification therefore.
- f. In order to assure and protect the Employer from any claims, the Association agrees that:
  - (1) No employee is guaranteed limited duty;
  - (2) The Employer does not have to engage in "make work" endeavors;
  - (3) The Employer's sole discretion is not subject to review, however, reasons for denial shall be stated in writing;
  - (4) This provision applies only to job-related injuries or disabilities and shall have no application to non-job-related injuries or disabilities. This does not mean, however, that employees who have suffered non-job-related injuries or disabilities are precluded or foreclosed from limited duty when circumstances may provide for such duty;
  - (5) The amount of pay shall be prorated based on the quality and amount of work and time;
  - (6) Limited duty may include part-time work.

#### **Section 4. Processing Claims.**

The Employer and the employee recognize the stress placed upon survivors and dependents of disabled or deceased employees at the onset of disability or the immediate period following death. The Employer agrees to promptly gather and prepare necessary forms for processing of all benefits due the employee or survivor(s) and explain them to an appropriate representative of the employee at a time mutually agreeable. The Employer shall process them in behalf of the employee and family upon receipt of necessary supportive information required.

#### **Section 5.**

Denial of "limited duty" shall not be subject to the grievance procedure.

## **PART B. DAMAGES TO PERSONAL PROPERTY**

### **Section 1.**

All claims of damage or loss of personal articles by employees of \$500 or less shall be reported to the employee's commanding officer on forms provided by the Department within 72 hours of knowledge of the claim. Such report shall include a written listing of the articles lost or damaged, value placed thereon and a detailed description of the events or circumstances which caused the loss or damage.

### **Section 2.**

Claims as specified above shall be evaluated by the Safety Committee at its next regular meeting. The Safety Committee shall report its findings to the Director as concerns the legitimacy of the claim, and its recommendation as to the amount of reimbursement, if any, subject to the limitations set forth in Section 5.

### **Section 3.**

Claims of loss or damage of personal articles of more than \$500 and claims of employees dissatisfied with the decision of the Director in amounts of \$500 or less may be processed in accordance with Chapter 64 of the revised Judicature Act, MCLA 600.6401-.6475.

### **Section 4.**

All claims in the categories listed below shall be reviewed by the Safety Committee and forwarded through channels to the State Administrative Board with a recommendation as to the amount of reimbursement, if any.

- a. Claims of bargaining unit employees for damage to their personal vehicles in automobile accidents while being used instead of a State vehicle in the course of their employment.
- b. Claims of bargaining unit employees for damage to their personal vehicles for vandalism or by persons breaking or attempting to break into the vehicle to steal personal property therein and/or the theft of personal property therefrom while being used instead of a State vehicle in the course of employment.
- c. Claims of bargaining unit employees for destroyed or stolen eyeglasses in excess of the amount provided under the vision insurances provided State employees.

- d. Claims of bargaining unit employees for destroyed or stolen jewelry, including watches, bracelets, pins, rings, etc. in excess of \$50.00.
- e. Claims of bargaining unit employees for destroyed or stolen money in excess of \$100.00.

**Section 5.**

Denials of reimbursement shall not be appealable through the grievance procedure of this Agreement.